



District

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

X	New	Vendor Code		SC	Dept.	A	Contract Number	
	Change						04-	
	Cancel							
District				Dept.		Orgn.		Contractor's License No.
San Bernardino County Consolidated Fire District-County Service Area 70, County Service Area 38, County Service 70W-Hinkley								
District Contract Representative				Telephone				Total Contract Amount
Pat Dennen				(760) 246-3344				
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	
							Amendment Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name				Estimated Payment Total by Fiscal Year				
Mutual Aid Agreement				FY	Amount	I/D	FY	Amount

THIS CONTRACT is entered into in the State of California by and between San Bernardino County Consolidated Fire District, CSA 70, CSA 38, CSA 70W-Hinkley, hereinafter collectively called the District, and

Name

FORT IRWIN FIRE DEPARTMENT

hereinafter called FORT IRWIN

Address

P.O. BOX 10043

FORT IRWIN, CA 92310

Telephone

(760) 380-3496

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

AGREEMENT FOR MUTUAL AID

BETWEEN

SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT, COUNTY SERVICE AREA 70, COUNTY SERVICE AREA 38, COUNTY SERVICE AREA 70W-HINKLEY

and

FORT IRWIN FIRE DEPARTMENT

WITNESSETH:

WHEREAS, the parties to this Agreement provide fire protection and rescue services within their respective jurisdictions; and,

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WHEREAS, it is in the best interests of the citizens of the District and Fort Irwin to provide the most expeditious response to suppress fires and render other emergency service; and,

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire, rescue and emergency medical services on a day to day basis; and,

WHEREAS, this Agreement is authorized by provisions of applicable State and Federal law;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree to provide mutual aid under the terms, provisions, and conditions hereinafter provided.

A. EMERGENCY RESPONSE:

1. Fort Irwin and the District agree to provide assistance mutually for emergency incidents that do, or may, surpass the receiving party's capabilities.
2. Mutual Aid responses from either party shall include personnel, equipment, material and supplies such as are usually and customarily used within the sending party's jurisdiction, notwithstanding any other provisions of this Agreement.
3. The District will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within Fort Irwin's jurisdictional boundaries. Fort Irwin will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within the District's jurisdictional boundaries.
4. The terms, as listed in Section 3, are conditional upon the availability of resources from the sending agency. Neither the District nor Fort Irwin, in rendering aid to the other, shall be obligated to reduce its own resources to the extent that a situation is created that is detrimental to its citizens. The Duty Officer in charge of the assisting agency shall make such determination.
5. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its own resources for furnishing fire and/or rescue response within any part of its own jurisdiction, and that the assisting department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If an assisting department cannot respond under this Agreement, it must immediately notify the requesting communication center.
6. Details as to amounts and types of assistance to be dispatched, areas to be assisted, methods of dispatching and communications, training programs and procedures, methods of requesting aid, and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be utilized, shall be developed by the Fire Chiefs or their designees of Fort Irwin and District. Such details shall be recorded in an Operating Plan and signed by the Fire Chiefs of Fort Irwin and District.
7. In those instances where an assisting department arrives before the jurisdictional department, the assisting department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of the assisting department.

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Thereafter, the responsibility for coping with the situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The assisting department personnel will be under the direction of the officer-in-charge of the jurisdictional department. It is further agreed that the assisting department will be released from the scene as soon as is practical by the jurisdictional department.

8. Neither the District nor Fort Irwin shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided for.
9. Nothing herein shall preclude either party from making claims to signatories of the State of California Agreement for Local Government Fire Suppression (California Fire Assistance Agreement), nor any other reimbursement or claim instrument which may arise during the life of this Agreement, if all other criteria for such a claim have been met.
10. Fort Irwin shall have the option to recover costs by participating in District's Cost Recovery Program. In turn, District shall have the option to recover cost by participating in Fort Irwin's Cost Recovery Program. Assisting agency shall submit the designated forms to responsible agency. Responsible agency shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to assisting agency, minus the actual cost for processing the claim.

C. INDEMNIFICATION

1. Indemnification: Fort Irwin agrees to indemnify, defend and hold harmless the District, and its authorized officers, employees, agents and volunteers, from any and all claims, or actions arising from Fort Irwin's acts or omissions in connection with this Agreement and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.
2. The District is a legally self-insured public entity and agrees to indemnify, defend and hold harmless Fort Irwin and its authorized officers, employees, agents and volunteers, from any and all claims, or actions arising from the District's acts or omissions in connection with this Agreement and for any costs or expenses incurred by Fort Irwin on account of any claim therefore, except where such indemnification is prohibited by law.
3. Each party shall provide, at its sole expense, the Workers' Compensation and public liability insurance coverage necessary for its own employees and equipment. At no time shall the employees of one party be considered the employees of the other.

D. TERM; NOTICE; MISCELLANEOUS

1. This Agreement shall remain effective until a mutually agreed upon termination, unless the Commanding Officer of Fort Irwin otherwise terminates the Agreement due to national emergency, mission requirements, or other reasons related to national defense, at any time prior to such mutually agreed upon date.

Either party may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least ninety (90) days after the date of such notice.

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2. All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

San Bernardino County Consolidated Fire District
CSA 70, CSA 38, CSA 70W-Hinkley
Attn: Peter R. Hills, Fire Chief/Fire Warden
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0451

CONTRACTOR:

Fort Irwin Fire Department
Attn: Paul Lisenbee, Fire Chief
P.O. Box 10043
Fort Irwin, CA 92310

3. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

DISTRICT

County Service Area 70, County Service Area 38
County Service Area 70W-Hinkley

FORT IRWIN FIRE DEPARTMENT

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

By ► _____
(Authorized signature-sign in blue ink)

Name Richard J. Sobrato Jr. LTC, AR
(Print or type name of person signing contract)

Title Garrison Commander
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Present to BOS for Signature

► _____
Department Head

Date _____

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